

**APPENDIX B**  
**TENDER OF SERVICE**  
**PERSONAL PROPERTY HOUSEHOLD GOODS (HHG) AND**  
**UNACCOMPANIED BAGGAGE (UB)**

**PART I - QUALIFICATION**

A. General

1. Gender. The first person singular pronoun is used throughout this Tender of Service and refers to a person, partnership, or corporation submitting such tender.

2. Tender of Service.

a. I understand that both this Tender of Service and Rate Solicitation are binding.

b. I will submit to the Commander, Military Traffic Management Command (MTMC), Attn: MTPP-HQ, 200 Stovall St., 11N57, Alexandria, VA 22332, the Tender of Service Signature Sheet (TOSSS) certifying that I have read and understand the terms and conditions and agree to provide service as set forth in this Tender of Service. I will retain the actual Tender of Service for my files.

c. As required on the TOSSS, I agree to either certify that I am not under common financial and/or administrative control with any other carrier(s) or forwarder(s) or to provide a list of the carrier(s) or forwarder(s) with which I have common financial and/or administrative control relationship. As used herein, the term "common financial and administrative control" means the power, actual as well as legal, to influence the management, direction, or functioning of a business organization. Circumstances surrounding organization or operation which may, but do not always, result in a common financial and administrative control relationship include the following:

- (1) Majority or minority ownership.
- (2) Familial relationships.
- (3) Voting of securities.
- (4) Common directors, officers and/or stockholders.
- (5) Voting or Holding trusts.
- (6) Associated companies.
- (7) Contract or debt relationships.

d. I understand that submission of this TOSSS, hereafter referred to as tender, is a prerequisite to my consideration for Department of Defense (DOD) approval for the movement of personal property; that it does not obligate the Government in the distribution of traffic; and that such submission indicates that I consider myself to be qualified, willing, and able to accept shipments from military activities and seek such shipments under the terms set forth herein. I will be notified of changes to the tender by certified mail. Changes, additions, and deletions are effective upon receipt of notification unless specifically stated otherwise.

e. I agree to comply with all requirements of the carrier qualification program as prescribed by Headquarters (HQ) MTMC.

f. I agree to maintain a file with MTMC, keeping documentation up to date. This includes the TOSSS, financial data, changes in ownership, and any required certifications. Failure to maintain accurate documentation with MTMC may be a basis for being placed in nonuse.

### 3. Operating Authority.

a. I certify that I hold all necessary operating authority issued in my name, from regulatory bodies, for the transportation of personal property and will provide copies of each authority to the HQ MTMC, Attn: MTPP-HQ; or that I am exempt from such regulatory certificate by operation of law or order of a regulatory body and, in addition to tariff and legal requirements, agree to the provisions of this tender.

b. I agree to provide service to all areas contained in my operating authority from those installations where I have filed a letter of intent (LOI), except that in filing an LOI, I will not be required to offer services to destination areas which involve gateways requiring circuitous routing that would increase the distance from points of origin to points of destination of a shipment to an extent which would cause the required delivery date (RDD) to be missed. Failure to provide service to all areas covered by my LOI, as evidenced by a continuous pattern of selectivity as to shipments accepted, or continuous refusal of shipments to specific destination areas, may be grounds for suspension and possible return of my LOI.

### 4. Surface/Aerial Port Agents.

a. I understand and agree that the facilities of the continental United States (CONUS) and overseas surface/aerial port agents meet national/host country standards and codes with respect to fire safety, prevention and protection requirements; storage of combustible materials; and are utilized in accordance with (IAW) generally accepted warehousing practices. Facilities are subject to inspection by competent authority; if facilities are found unsatisfactory, I will be subject to nonuse until deficiencies are corrected or shipments are moved to an acceptable facility.

b. Upon request from HQ MTMC, I will submit to HQ MTMC, Attn: MTPP-HQ, copies of surface and aerial port rosters in the following manner:

- (1) A copy of CONUS surface and aerial port terminal agents.

(2) A copy of overseas surface and aerial port terminal agents.

(3) A copy of overseas general agents.

5. Agency Facilities. I certify that the facilities of CONUS origin agents listed in the attachment to this tender have been inspected by a responsible representative of my company and that such facilities meet the standards of my company, the facilities, equipment, communications, e.g., telephone, intercom, etc., and personnel of my agents are separate and distinct from any other household goods carrier's agent.

6. Cargo Insurance. I shall provide a certification of cargo insurance reflecting coverage on a continuous basis in at least the amounts shown below to cover my legal liability. The certificate will contain the statement that the insurance company shall provide the Commander MTMC, Attn: MTPP-HQ, a 30-day written notice of any change, expiration, or cancellation of said policy. The underwriter of cargo insurance must have a policyholder's rating of "A" or better in the current issue of Best's Insurance Guide. The Certificate shall be prepared with original signatures and provided to the Commander, MTMC, Attn: MTPP-HQ, using MT-HQ Form 49-R, Certificate of Cargo Liability Insurance (Figure B-1). The following is the minimum cargo liability coverage required:

	Amount Per Shipment	Amount Per Aggregate Losses/ Damages at Any One Place and Time
Domestic	\$10,800	\$150,000
International	\$10,800	\$150,000

7. Financial Information.

a. I will provide financial data, when requesting initial approval from MTMC to participate in DOD traffic, at the discretion of MTMC considered necessary to assure satisfactory performance and avoidance of carrier/forwarder financial problems including but not limited to the following, individually, or in combination:

(1) Company certified financial statements.

(2) Certified Public Accountant review/audit (including footnotes) of financial statements.

The form, content, and format of each of the foregoing or combination thereof, is reserved to the discretion of MTMC.

b. After I have received DOD approval, I will, upon request of the HQ MTMC, provide information on financial and operational matters. Data will be in the manner, form, and content determined necessary by MTMC to resolve questions concerning my qualifications to remain a DOD-approved carrier. Financial data will be restricted to the balance sheet, profit and loss statement, and net worth statement for the last two taxable years. Company records and

supporting documentation relating to such questions will be made available for examination by MTMC representatives at the office of the company during normal business hours.

B. International (Also see Rate Solicitation)

1. Agency Facilities.

a. When granted a new approval by MTMC, I understand that I will submit a LOI directly to the overseas Transportation Office (TO) not later than the initial filing deadline specified in the solicitation letter. When requested by the TO, I shall furnish a signed Certificate of Agency Agreement (CAA). If my agent's facility is already approved, the TO will accept my LOI. If my agent's facility is not currently approved, I understand the TO will inspect the facility and approve or disapprove. Should the agent's facility not be adequate to support services offered, the TO will retain my LOI and notify the Commander, MTMC, of specifics. I understand that the Commander, MTMC, will place my company in non-use for the entire rate area until I obtain a qualified agent to represent my company or until the deficiency of my agent's facility is corrected. If I fail to take proper action by the next initial rate-filing deadline, I understand that MTMC will withdraw my approval and advise the TO to return my LOI.

b. If I find it necessary to change agents, I will immediately advise the TO. I understand the TO may accept a revised LOI, or CAA, signed by all parties, when my new agent's facility is currently approved. If my new agent's facility is not currently approved, I understand the TO will inspect the facility, make appropriate recommendations to the overseas commander and HQ MTMC, and await final approval from MTMC before accepting the LOI.

**PART II - MUTUAL AGREEMENT/UNDERSTANDING**

A. Service. I will perform prudent traffic management to provide service IAW the provisions of this tender.

B. Carrier Personnel. I will use only personnel qualified in their assigned duties in the handling of personal property. When any of my personnel appears to be under the influence of alcohol or drugs or uses abusive language, I will replace said individual(s) when requested by the TO or the TO's designated representative. I will not use prison labor in the movement of personal property belonging to members/employees of the DOD.

C. Through Responsibility.

1. All shipments tendered to me will be moved under my responsibility from origin to destination.

2. As part of my through responsibility, I understand that if through my fault or that of my agent, I ship the wrong property or all or a portion of a shipment is sent to the wrong destination, I will be responsible for the return of the erroneous shipment and movement of the correct property to the member's/employee's destination at my expense. Movement will be by an expedited method when the member/employee is in need of the property as ordered by the TO.

3. I understand that I will not be liable for movement costs for shipments released in error by a contractor, TO, owner, or owner's agent.

4. If I am unable to perform in such a manner as to complete the through movement of a shipment in a timely manner, the Government may take possession of the property and complete the movement. I understand that I will be liable for all additional costs incurred by the Government that are excess to those costs which would have been incurred by me or my agent if I had maintained total through movement of the shipment.

D. Report of Shipments on Hand. I agree to have my origin agent provide the origin Personal Property Shipping Office (PPSO), on Monday of each week (on the following day if Monday is a holiday), a report of all my shipments (except shipments in Storage in Transit (SIT)) on hand which were picked up before the previous Wednesday. The report will reflect the date, the member's/employee's name, the Personal Property Government Bill of Lading (PPGBL) numbers, pickup date, carrier code, RDD, and Required Port Delivery Date (RPDD) (for Code J UB shipments). Negative reports are not required.

E. Termination of Shipment. I understand that a shipment may be terminated at any time by the PPSO. Such termination will not constitute a diversion. The point of termination will become the destination point, and all rates and charges will be computed accordingly.

F. Pickup at or Delivery to a Military Terminal. When I have been notified that an entire shipment is available for pickup at a military terminal (air or surface), I will pick up the shipment as soon as possible, but not later than one workday for military air terminals and not later than five working days for military water terminals from date of receipt of notification. If the shipment is not removed within that period, the terminal TO has the option of charging storage IAW the rate tender beginning on the second or sixth day, and/or terminating the PPGBL and issuing a new PPGBL for onward movement by the same or a different mode/method of transportation. Upon delivery of a shipment to a military air or ocean terminal, I agree to provide the terminal TO with a memorandum copy of the PPGBL describing the shipment.

G. Use of an Alternate Carrier. When I accept a shipment and find that because of unavoidable circumstances I am unable to physically transport the shipment, I may, upon approval of the origin PPSO, arrange with another DOD-approved carrier to perform the required services. In such case, I will inform the PPSO of the name of the carrier to whom the shipment has been transferred. I will continue to be shown on the PPGBL as the initial carrier and will accept through responsibility from time of pickup at origin to delivery at destination.

H. Shipment In-Transit Visibility (ITV). I agree to provide ITV as described in Chapter 410, Specialized Procedures.

I. Tracing Shipments. I shall trace a shipment or missing items upon request from a TO or the member/employee and agree to acknowledge such a request and make a prompt report to the requester as to the location of the shipment within 24 hours for domestic shipments and 120 hours for international shipments

J. SIT. SIT at origin or delivery into storage at destination will be made only after approval of the responsible PPSO/Personal Property Processing Office designated representative. I will

assume full responsibility for arranging for placement of the shipment in a DOD-approved storage facility. I will indicate the net or gross weight for each shipment from SIT on the DD Form 619, Statement of Accessorial Services Performed.

K. Weighing of Shipments. I will weigh all shipments IAW the rate solicitation. For Code J UB shipments moving to Air Mobility Command (AMC) aerial ports, I will provide the actual weight and cube to the TO no later than three working days after pickup of the shipment. Invoices submitted for payment will reflect the weight of each shipment as prescribed therein. When professional books, papers, and equipment (PBP&E) (also known as PRO or PRO-Gear), are included as part of the shipment, the weight of such articles will be annotated separately on the PPGBL; weight may be obtained using bathroom or platform-type scales. In the event scales are not readily available, a constructive weight of 40 pounds per cubic foot may be used for PBP&E. When a constructive weight is used for PBP&E, the symbol (C) will be inserted by the carrier/agent after the weight to indicate a constructed weight was used. Shipments may be weighed on certified platform or warehouse scale prior to loading for transportation or subsequent to unloading. I agree to reweigh a shipment upon request of the origin or destination PPSO and further agree to mail the destination PPSO a legible copy of the weight tickets as soon as possible, but not later than 14 workdays after the reweighing has been performed. If a reweigh is required, the shipment will be reweighed, whenever possible, before being placed in SIT. When a shipment is reweighed and the weight recorded is less than the net or gross weight secured at the initial weighing, I agree to invoice the Government on the lower of the two net or gross weights at the time of initial submission of SF 1112, Public Voucher for Transportation Charges. In the event the reweigh information is not available at the time of my initial submission, I will adjust supplemental billings to reflect the reduced charges or voluntarily submit a refund based upon the new weight obtained.

L. Removal of Property from Facilities Disapproved by the TO/PPSO. When my facilities or the facilities of my agent are disapproved for further use, and it is considered necessary by the TO/PPSO to remove the personal property to prevent damage or contamination, I will immediately remove the property to a DOD-approved warehouse. The costs of such removal will be at no expense to the Government or the member/employee.

M. Loss or Damage. I will exercise care to prevent loss or damage of personal property in the process of packing and will properly and amply protect personal property in my possession. Smoking will not be allowed within 10 feet of member's/employee's personal property.

N. Loss or Damage/Inconvenience Claims.

1. Claims for Loss or Damage. I agree to pay, decline, or make a firm settlement offer in writing to the claimant within 120 days after receipt thereof. If the denial of any claim is based on an exception sheet, such will be provided the claimant along with any other evidence pertaining to the value of the claim. If the claim is not settled within the 120-day period, I will, at that time and at the expiration of each succeeding 30-day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reasons for delay in making final disposition. I will request an extension from the claimant in writing. If the Government is the claimant, I understand that the Government claims office can proceed to collect the claim by administrative offset, if it is not settled within 120 days of receipt or within

an agreed extension time. I will report to the origin TO the final action taken, including date and total amount of the settlement.

## 2. Inconvenience Claims.

a. I hereby reaffirm that it is my responsibility to pickup and deliver personal property shipments on the agreed date. My failure to do so can cause serious inconvenience to the DOD members/employees and family, and can result in the expenditure of funds by the member/employee for lodging, food, rental/purchase of household necessities, and directly related miscellaneous expenses.

b. I agree to acknowledge receipt of an inconvenience claim filed by a member/employee or a TO within 15 calendar days from the date of receipt. I further agree to reimburse the member/employee within 30 days from receipt for out-of-pocket expenses limited to the items specified in Part II, Paragraph N.2.c. and other items needed by a member/employee while awaiting the delivery of his or her household goods which result from my failure to offer the shipment for delivery on or before the RDD as stated on the Government Bill of Lading (GBL) or correction notice thereof. I am not liable for these costs if the delay was caused by acts of God, acts of the public enemy, acts of the Government, acts of the public authority, violent strikes, mob interference, or delays of Code 5 or Code J shipments, caused by the Government and my negligence did not contribute to the delay. My maximum liability for lodging will not exceed the per diem lodging rate, based on the number of people in the member's/employee's family, e.g., the member/employee and spouse would be expected to share one room in a hotel; additional family members, depending on age and sex, may require additional rooms. My maximum liability for meals and incidental expenses will be the Meals and Incidental Expenses rate for the member/employee and each family member. The member/employee shall document the claim fully with an itemized list of charges and accompanying receipts for charges incurred. Charges shall be computed from the day after the RDD specified on the PPGBL as the RDD or GBL correction notice thereof or the date following the day the member/employee obtains quarters, whichever date is the latest, and will be payable through the day of actual delivery of the shipment.

c. Expenses: Out-of-pocket expenses are all expenses incurred by a member/employee and their family members because they are not able to use the items in the shipment or to establish his or her household. Expenses include but are not limited to, lodging, meals, laundry service, furniture and/or appliance rental, to include rental of a television or other similar expenses such as towels (two per person), pots, pans, paper plates, plastic knives, plastic spoons, plastic forks, paper and/or plastic cups, and napkins. A request for reimbursement of alcoholic beverages in any quantity is prohibited.

(1) I agree to pay the member/employee within 30 calendar days of the submission date and will report to the destination TO, with a copy to HQ MTMC, ATTN: MTPP-HQ, of the final action taken, to include the date and total amount of settlement. In the event of a disputed claim, I may, within the 45-day period of receipt of the claim, appeal the case to the destination TO. Every effort will be made to resolve the dispute. However, should I disagree with the decision of the TO, I may appeal the case to HQ MTMC. I understand the decision of HQ MTMC is final and the claim must be settled within a total of 75 days of the submission date.

Failure to acknowledge and/or settle a valid inconvenience claim may be cause for my company to be disqualified from participation with the DOD. Additionally, I understand that should I fail to settle a valid inconvenience claim, set-off action will be taken against my company by the claims/finance office. I am not responsible for payment of an inconvenience claim when a shipment is ordered in SIT at destination, regardless of the RDD, unless the need for SIT is a direct result of my failure to effect delivery of the shipment by the RDD and the member/employee was officially ordered away from the area at the time delivery was available. I agree to reimburse the member/employee through the day prior to the member's/employee's departure from the area.

d. Strikes, Port Congestion, Fires, Pilferage, Vandalism, and Similar Incidents.

(1) In the event of incidents of major significance that produce significant loss, damage or delay resulting from strikes, port congestion, fires, pilferage, vandalism, and similar incidents, I will notify the destination TO and HQ MTMC by electrical transmission (TWX, TELEX, or electronic mail (E-mail)) of the incident not later than the first working day upon discovery. If the incident occurred en route to final destination, I will notify the TO responsible for the area where the incident occurred in addition to the destination TO. A copy of the electrical transmission will also be promptly mailed to the origin TO. In addition, I will provide the following information within 5 working days after the incident or discovery thereof, by electrical transmission (TWX, TELEX, or E-mail to HQ MTMC, ATTN: MTPP-HQ, Falls Church VA 22041-5050, the origin and destination TO and the TO responsible for the area where incident occurred.

- (a) Type of incident.
- (b) Location of incident.
- (c) Last name, first name, middle initial, grade, Service/Agency, and social security account number of shipper.
- (d) PPGBL number and date issued.
- (e) Code of service.
- (f) Origin TO.
- (g) Destination TO.
- (h) Date shipment received by carrier.
- (i) RDD.
- (j) Date and time of incident or discovery thereof.
- (k) Amount of loss and extent of damage.



(l) Current status of shipment(s), including new estimated time of arrival (ETA).

(m) Name of vessel or flight and tail number of aircraft.

(n) Location of the shipment(s) (i.e., port and pier location) and date vessel arrived or warehouse location or air terminal, plus the container owner's name and serial number of sea container.

(2) I will furnish addressees reports of significant changes in the status of shipments, as they occur, by electrical transmission TWX, TELEX, or E-mail. An after action report which provides a final assessment of the loss or damage incurred, the delays encountered, and the final disposition of the personal property shipments involved may be mailed to addressees.

O. Statement of Accessorial Services Performed. My representative will prepare a DD Form 619, itemizing accessorial services performed and furnish the member/employee or agent a copy when such services are required and separately charged. Each household appliance serviced will be identified to show the make, model, or the name of the manufacturer. An invoice supporting the type of service performed must support appliances serviced by a third party. No accessorial services will be billed when such services are included in single factor rates.

P. Inspection by PPSOs. The services and manner of handling personal property are subject to inspection and acceptance by the PPSO or PPSO's authorized representative.

Q. Substitute Documents in Lieu of Lost Personal Property Government Bill of Lading (SF 1203). If the original PPGBL is lost or destroyed, I shall forward the freight waybill (SF1205) to the finance center for payment. Duplicate or reproduced copies of SF1205 are not acceptable. If both the original PPGBL, SF 1203, and the freight waybill, SF1205, are lost, I shall request and be provided a certified true copy of the issuing office's copy for use as a substitute billing document. If the GBL is Transportation Operation Personal Property Standard System generated, a certified copy of the SF 1203 may be obtained from the origin TO as a substitute billing document. If the original copy of the PPGBL is located and made available to me before settlement is made, I shall return the certified copy to the issuing office. If the original PPGBL is found after settlement, I shall forward the bill to the appropriate issuing office for proper voiding.

R. Billing Procedures. For services rendered, I agree to bill the military Service/Agency finance office responsible for payment of the transportation charges IAW procedures disseminated by the Commander, MTMC. For shipments that are diverted or reconsigned IAW rate tariff/tender, I agree to submit with the SF 1113, Public Voucher for Transportation Charges, the original Diversion Certificate, signed by the requesting PPSO, authenticating the diversion or reconsignment. Valuation charges will be identified separately from all other charges on billing documents. All billing must be supported by documents.

### **PART III - PERFORMANCE REQUIREMENTS**

A. Pickup and Delivery Dates.

1. When a shipment is accepted at origin, I agree to meet the specified pickup date and shall deliver the shipment on or before the RDD as stated on the PPGBL. For Code J and DPM UB shipments moving to AMC aerial ports, I will deliver the shipment to the AMC aerial port on the RPDD as specified in Block 25 (for Code J) or Block 18 (for DPM) of the PPGBL. Actual weights and cubes will be provided to the origin TO/PPSO within three working days of the shipment pickup. Port agents must provide Transportation Control and Movement Document (TCMD) data on a computer diskette(s) to the origin AMC terminal with delivery of the shipment. Pickup must be performed by the carrier's local agent with transfer to a linehaul van at the carrier's origin terminal facility. Shipments must not be scheduled by the carrier or the TO for pickup or delivery on Saturdays, Sundays, US holidays or foreign national holidays unless there is a mutual agreement between the member/employee, the TO, and the carrier. The origin TO must not establish an RDD on Saturdays, Sundays, US holidays, or foreign national holidays. I agree that I must not begin pickup or delivery at the member's/employee's residence before 0800 hours or after 1700 hours without prior approval of the TO or the member/employee. I further agree that I must not begin any service that will not allow completion by 2100 hours without prior approval of the TO or the member/employee.

2. Direct Delivery. If the member/employee requests direct delivery and furnishes a delivery address which is annotated on the GBL, I agree to meet that direct delivery on the RDD. If shipment arrives prior to the RDD, I shall not be eligible for storage cost. I may refuse direct delivery shipments without penalty.

### 3. Pre-Move Survey

a. I agree to perform residence pre-move surveys on domestic shipments estimated at 4,700 pounds or more, and/or international shipments estimated at 3,200 pounds or more, at origin points within a 50-mile radius of my nearest agent facility. I understand this requirement will apply to only those shipments on which I am provided a minimum of five working days advance notice of the pickup date requirement. I further understand the TO may waive this requirement if a pre-move survey is not requested by the member/employee and/or if the TO determines this service to be unnecessary or impractical.

b. I agree that telephone contact pre-move surveys will be made, as a minimum, for shipments of lesser weights than indicated above, or for shipments with origin points exceeding 50 miles of my nearest agent facility.

4. I agree, upon receipt of the three copies of the TCMD from the origin shipping office, to fill in blocks 22, 23, and 24 with the actual pieces, weight, and cube data. If for some reason obtaining actual data will delay transmission of TCMDs beyond the specified transmission time frames, an estimated weight and cube data is authorized on personal property shipments from commercial vendors. When estimated data are used, the pieces field must be annotated with "EEEE". Upon providing this actual or estimated information to the origin shipping office, I agree not to move the shipment until a release is issued by the origin shipping office. Upon receiving the release, I will place one copy of the TCMD in a waterproof pouch (marked for the outloading air and water terminal) on the number one container, present a copy to the receiving office at the air or water terminal, and retain a copy for my own use.

5. For all shipments entering the Defense Transportation System through a DOD operated aerial or water port, I agree to prepare and apply Military Shipping Labels IAW the instructions in Paragraph 403 C of this Regulation.

6. I agree to notify the destination TO of the arrival of containerized shipments within one workday after arrival at my agent's facilities. In addition, I will effect delivery-out services as follows:

a. For shipments which arrive before the RDD, I agree to deliver to the member/employee or member's/employee's agent within five working days from the date of notification by the PPSO, if agreed upon by the member/employee or member's/employee's agent. If the RDD falls within the five working days, I agree to deliver no later than the RDD.

b. For those shipments which arrive after the RDD, I agree to deliver IAW the TO's instructions.

7. When I know for any reason it will be impossible for me to have the shipment at destination on or before the RDD, I will notify both the origin and destination TOs at the earliest practicable time, advising the last known location of the shipment and furnishing an estimate of the delay expected beyond the RDD. The medium of communication to be utilized in notifying the TO will ensure that the notification reaches the destination TO before expiration of the RDD. As a minimum, the following information will be provided:

- a. Last name, first name, grade of the member/employee.
- b. Origin and destination of the shipment.
- c. RDD.
- d. Last known location of the shipment.
- e. Cause for delay.
- f. New ETA.

8. When a shipment arrives at the destination on a normal workday, I agree to notify the TO before delivery/attempted delivery of HHG to the residence IAW the instructions specified on the PPGBL. In the event the shipment arrives at the destination on a weekend or holiday, I may contact the member/employee to ascertain if delivery can be made. If the member/employee can accept the shipment, I will obtain approval of the destination TO or staff duty officer or, in the case of an Air Force installation, the duty officer, and will advise the TO of delivery on the next workday. In the event the delivery cannot be accomplished, I agree that only the Government-approved storage facility receiving the shipment for SIT will request approval for SIT.

9. When a shipment is scheduled for pickup from the residence or for delivery out of SIT to the residence, I agree to provide information on the afternoon preceding scheduled pick up as to whether the service will be performed in the morning (0800 to 1200) or in the afternoon (1200-1700) of the following day. This data will be based upon the best information available and will

be provided upon telephone request of the TO or the member/employee. This provision does not apply when direct delivery was authorized by the origin TO or when delivery can be arranged upon arrival of the linehaul van in the destination area.

**B. Preparation of Articles.**

1. All articles having surfaces liable to damage by scratching, marring, soiling, or chafing will be wrapped at time of loading at residence in textile or paper furniture pads, covers (other than burlap), or other acceptable wrapping materials. When storage of these articles is necessary, they will be afforded the same protection against damage.

2. Items of unusual nature such as, but not limited to, wall units, water beds, grandfather clocks, hot tubs, pool tables, pipe organs and satellite dishes may require special service by a third party. This third party service (to include disassembly/assembly) will be approved by the TO. Payment for the services of a third party will be IAW the Rate Solicitation.

3. I agree to disassemble at point of origin all items of personal property which, in the judgment of the carrier, require disassembly to ensure safe delivery at destination, except swing sets, other playground equipment, television and radio antennas, and similar articles. Items disassembled by the carrier will be shown in the remarks section of the household goods descriptive inventory form as disassembled by carrier (CD). Items disassembled by the member/employee will be shown in the remarks section as disassembled by owner (DBO). Carrier labor charges or third party service for the disassembly/assembly will be approved by the TO.

4. All nuts, bolts, screws, small hardware, and other fasteners removed from articles by the carrier in the preparation for shipment will be placed in a "parts box" which will be given an "Inventory Item No." with a description of article contained within.

5. Legs or other articles removed from furniture will be properly wrapped, bundled together, and identified, e.g., dining room table legs, six each, and listed as a separate item on the inventory.

6. I am not required to remove/place property from/in an attic, crawl space or similar storage area and am not required to go into areas that:

- a. Are not accessible by a permanent stairway (does not include ladders of any type);
- b. Are not adequately lighted;
- c. Do not have a finished floor; or
- d. Do not allow a person to stand erect.

**C. Containers.** I agree to use the best commercial practices in selecting containers to safeguard movement of personal property, except where containers are required to meet specific military specifications.

D. Carrier Personnel. I will use only personnel qualified in their assigned duties in handling of personal property. When any of my personnel appears to be under the influence of alcohol or drugs or uses abusive language, I will replace said individual(s) when requested by the TO or the TO's designated representative. I will not use prison labor in the movement of personal property belonging to members/employees of the DOD.

E. Packing Requirements.

1. Packing. All packing will be accomplished IAW provisions of this section. The carrier is liable and responsible for all packing. The carrier has the responsibility to inspect all prepacked goods to ascertain the contents, condition of the contents, and that only articles not otherwise prohibited by the carrier's tariff/tender are contained in the shipment. Furthermore, when the carrier determines that goods require repacking, such packing will be performed by the carrier. In all cases, the inventory will reflect carrier packed (CP) with the carrier entitled to bill for the total charges for each container on the inventory subject to the limitations of MAXPAK.

2. Materials. All materials referred to in this Chapter shall be new or in sound condition. The use of damp, wet, or unclean packing materials is prohibited. If the material is not new, all marks pertaining to any previous shipment will be completely obliterated, and all material will be free of any substance injurious to the articles being packed or to the owner. New material must be used for packaging mattresses, box springs, linens, bedding, and clothing. Cubic measurements will be indicated in a conspicuous location on all carrier-packed containers.

3. Boxes. Wood or fiberboard boxes used will be as follows: wood cleated fiberboard, wood cleated plywood, nailed wood, corrugated fiber, or solid fiber boxes. Boxes may be made of lumber, plywood, or solid fiber and will be well manufactured and free from imperfections which may affect their utility. Size and spacing of nails will be IAW the best commercial practice. All unclenched nails will be either cement-coated or chemically etched.

4. Cartons. Cartons of solid or corrugated fiberboard may be used for packing linens, books, bedding, lampshades, draperies, or other similar articles. After packing, cartons must be glued or sealed by taping lengthwise at the joint on top and bottom. The side walls and ends of the corrugated or solid fiber cartons will be of a minimum average bursting strength of 200 pounds per square inch. The inside dimensions of the carton, length, width, and depth totaled, will not exceed 75 inches, with a weight limitation of 65 pounds. All corrugated and fiberboard cartons shall be stamped with a manufacturer's certificate indicating the name of manufacturer, bursting strength, minimum combined weight of facings, size limit, gross weight limit, and information indicating type of carton (single wall, double wall, etc.). Cartons lacking a certification are not authorized for use on personal property shipments. Egg crates, fruit or vegetable crates, tea crates, and similar-type boxes will not be used. Wooden crates may be used instead of cartons when the TO determines that their use is necessary to assure protection and safe transportation of the articles.

5. Barrels, Fiber Drums, and Cartons. Wood barrels, fiber drums, or cartons with a capacity of not less than five cubic feet (not applicable under all inclusive rates) are to be used for packing glassware, chinaware, bric-a-brac, table lamp bases, and other fragile articles. When the packing of fragile items has been completed and space is left in a dish pack, such space may be used for

packing other light items. These containers will not contain more than 120 pounds and will have a side wall bursting strength of a minimum average of 350 pounds per square inch. Corrugated containers may be used instead of barrel or drum-type containers. The side walls and ends of the containers will be of a minimum bursting strength of 350 pounds per square inch. Not more than 120 pounds of material will be packed therein. The sum of the interior horizontal and vertical girths will be not less than 157 inches for wooden barrels, fiber drums, or other drum-type containers. The cube of corrugated containers will be determined by actual measurements. All barrels or fiber drums will be securely headed and marked "This End Up."

6. Fiberboard Container. When fiberboard containers are used for TGBL, HHG Domestic/International shipments, they must, as a minimum, meet requirements of Federal Specification, American Society for Testing and Materials (ASTM)- D5118/D5118M-95 Standard Practice for Fabrication of Fiberboard Shipping Boxes and to be weather resistant class. Fiberboard containers, which exceed a gross of 15 cubic feet and 300 pounds, must be secured to a four-way entry wooden pallet. Fiberboard containers, unless specifically approved, must not exceed 96 cubic feet. This does not apply for UB shipments.

7. Filler Material. Good quality wood excelsior pads, wood wool excelsior pads, shredded paper pads, cellulose (bubble pack, etc.) cushioning material, fiberboard, corrugated fiberboard, unicellular polypropylene foam, unprinted newsprint, or kraft paper will be used as a filler.

8. Padding. New and good quality used-wood excelsior pads, unicellular polypropylene foam, shredded paper pads, or other equally suitable material will be used when required.

9. Wrapping. Wrapping paper or unicellular polypropylene foam will be new, clean, and appropriate for the purposes intended. Each item of silverware, silver ornamentation, or brass that is not coated to prevent tarnishing will be completely wrapped in unicellular polypropylene foam or nontarnish tissue paper.

10. Paper, Waxed or Treated. All waxed paper used will be manila wax or equivalent. Treated paper may be used if it is "butcher" type paper.

11. Unicellular Polypropylene Foam. All unicellular polypropylene foam wrapping material will be new, clean, and will conform to Federal Specification PPP-C-1797.

#### F. Manner of Packing.

1. All packing by the carrier will be performed in a manner requiring the least cubic measurement, producing packages that will withstand normal movement without damage to container or contents, and at a minimum of weight. Further, the number and weight of containers will not be greater than necessary to accomplish efficient movement. At the member's/employee's request, articles such as stereo type equipment will be packed in original containers by the carrier, when furnished by the member/employee, provided the containers are considered in good condition for shipping purposes.

2. Books. Books will be placed in cartons. All books of similar size will be inserted between rows and packed tightly, wedged with pads or paper if necessary to fill out the carton and prevent chafing. Books normally will be packed not more than two rows high in a carton.

3. Chinaware, Glassware, Crockery, Lamps, Clocks, Jardinières, Statuary, Vases, and Bric-a-Brac. Use of clean type or other modern method (not requiring the use of excelsior or shredded paper) of packing is required for the packing of glassware, chinaware, bric-a-brac, table lamp bases, and other fragile articles.

4. Electrical Equipment-Stereo Components, Fans, Heaters, Portable Stoves, Sunlamps, and Like Items. When it is necessary to protect electrical equipment for safe transportation or SIT, such equipment will be completely wrapped in paper or unicellular polypropylene foam and packed in a carton with enough padding to provide insulation necessary to prevent contact of one article with another and to eliminate movement of any article in the container. When packing in a carton is not necessary, the items will be properly wrapped and padded for protection.

5. Kitchenware. All kitchenware will be packed and padded into cartons.

6. Linens, Clothing, Draperies, and Like Items. Small, lightweight, unbreakable items, e.g., clothing items, certain linens, items already in drawers, may remain in drawers instead of being removed and packed. (Lightweight items being defined as those of lightweight and normally kept in drawers.) When not considered as safe for carriage in drawers, chests, dressers, trunks, etc., these and similar items will be packed carefully into regular cartons that will be properly sealed at residence. Clothing normally on hangers in closets and draperies will be packed in wardrobes subject to the following:

a. Upright wardrobes will be used for Code 1 shipments. (Exception: for final linehaul delivery out of nontemporary storage, the wardrobe used for storage is acceptable and no transfer is necessary.)

b. Flat wardrobes will be used for all containerized shipments, except when upright wardrobes are requested by the member/employee.

c. Hangers will be removed from clothing packed in flat wardrobes.

7. Mirrors, Pictures, and Paintings (Glass-Faced or Other Than Glass-Faced Paintings), Glass or Stone Table Tops, and Similar Fragile Articles Requiring Crating or Similar Protection. These articles will be wrapped and packed in a crate or a fiberboard carton. When more than one article is packed in any one crate or carton, a divider will be provided. No more than four articles will be packed in any one crate or fiberboard carton. Stone table tops will be packed separately. Small pictures, paintings, mirrors, and other similar articles of this type will be packed in cartons and will be properly sealed at residence. I understand that, prior to performing crating services for shipments moving in domestic Codes 1 and 2, I will obtain authorization from the TO. I further understand that crating authorization is not required for shipments moving in International Through Government Bills of Lading Codes 4, 5, 6, or T and 7, 8, or J, since packing and crating services are included in the transportation single factor rate.

8. Lampshades, Ornaments, and Toys. All lampshades, ornaments, small toys, and other small items easily crushed will be wrapped and placed in cartons and will be insulated from the carton walls and from other items. Lampshades will be wrapped individually with new paper or new unicellular polypropylene foam, placed in cartons, and cushioned to prevent shifting or damage.

9. Mattresses. Mattresses will be placed in new mattress cartons at the residence and sealed with tape. All cartons used will have a minimum average bursting strength of 200 pounds per square inch.

10. Rugs. Rugs and rug pads will be properly rolled (not folded) for shipment and will not be subsequently folded or bent to an extent that may cause damage to the rug.

11. Appliances. Each appliance serviced will be labeled to indicate that it must be serviced at destination before use (reversing the process performed at origin).

12. Washers. Washers requiring servicing will be secured with washer kits, washer packs, washer locks or special plastic inserts. The use of sheet fiberboard/cardboard is prohibited.

13. Surfaces. All finished surfaces will be protected so as to prevent scratching or marring.

14. Bicycles--For Containerized Shipments. When shipped as a separate item, bicycles shall be packaged and packed in the following manner: The handle bar shall be loosened, lowered, turned at a right angle from their usual position, swung downward and retightened. Wheels or mechanisms shall not be removed or disassembled from the frame. Pedals shall be removed and secured on edge forward of the seat post or above the back fender. Before placement into the carton, the bicycle will be wrapped with protective wrapping and padding. Empty areas in the container will be filled to prevent shifting or movement during transit. The container must be constructed or fabricated in a manner that will accept the bicycle without removal of the front or rear wheel assemblies.

G. SIT. In addition to the packing requirements contained in this tender for preparing personal property for transportation, when a shipment is placed in SIT in the CONUS, I agree to the following:

1. Storage. When a shipment is placed into SIT, the warehouseman shall have until the close of business of the third working day following the date the SIT control number is issued to complete the handling-in services. Personal property shall be stored on skids, dunnage, pallet bases, elevated platforms, or similar storage aids maintaining a minimum of at least two inches clearance from the floor to the bottom portion of the stored property. This elevation requirement shall apply after the three day handling-in period. Items waiting for the completion of the handling-in services shall be protected at all times. In addition, the property shall not be stored in contact with exterior walls. Trash cans, extension ladders, lawn mowers, TV antennas, swing sets, and other like items are excluded from this requirement.

2. Shipping Containers. The contents of containerized shipments will not be removed from containers when placed in SIT.

3. Identification. All lots of loose HHG, Code 1, nontemporary storage lots, and noncontainerized household and UB shipments shall be properly identified. Proper identification shall consist of member's/employee's name, PPGBL number, and SIT control number. Such identification shall be in plain view on each lot. HHG (Codes 4, 5, and T) and UB (Codes 7, 8, and J) are exempt from this requirement. However, containers for these codes shall be stored with pertinent information already on the container in plain view.



4. Rugs and Carpets. Rugs and carpets will be stored on racks in a horizontal position without folding any portion of the rug, carpet, or padding.

5. Upholstered or Overstuffed Furniture.

a. Items stored loose on racks will be placed in an upright (normal) position and covered or protected against dust. No boxes, cartons, or other items will be placed upon this type furniture.

b. When items are placed in individual room storage or when containers are employed for warehouse storage, they will have protection, padding, blocking, and bracing to preclude damage from any pressure against the upholstery, including pressure from its own weight as well as from conditions external to the container.

H. Preparation of Inventory. Preparation of the inventory will be in the same manner of and in compliance with the requirements set forth in Part III, Paragraph P of this tender. An automated inventory may be used if completed at the place of pickup as long as the data are recorded, and copies provided. The inventory of the shipment will bear the signature of the member/employee, the member's/employee's agent, or the TO, together with the signature of my representative certifying to its accuracy and completeness.

I. Split Shipments. If it is necessary to split a shipment for the linehaul movement, the established RDD applies to all parts of the shipment. A separate inventory for Code 1 shipments will be prepared for overflow items, one copy dispatched immediately to the origin TO and one copy to the member/employee at time of delivery.

J. Quality Control Program. I agree to establish within my company a quality control system that will provide total visibility of all facets of the program and ensure the service provided is equal to or greater than the standards of service established by HQ MTMC. This system will include, but not be limited to, specific subsystems for the functions of traffic management (routing, tracing, and billing), packaging, employee training and supervision, and agent supervision. I will provide MTMC detailed descriptions of this quality control system, on request, to the home office of my company during normal business hours.

K. Condition of Vehicles and Containers. The interiors of vehicles and containers used to transport personal property will be clean and will be provided with clean pads, covers and other protective equipment to ensure safe transit and delivery of personal property. Vehicles and containers will be maintained to assure that they are free from holes or other conditions which could permit the entry of water, and that doors, when closed, fit tightly and securely.

L. Tailgate Loading. I understand that, unless approved by the PPSO, personal property will not be loaded onto tailgates of motor vans. When tailgate loading is approved, the load will not extend beyond the sides or end of the tailgate or above the top of the exterior surface of the vehicle.

M. Removal of Debris. Packing and loading at origin will include removing from the member's/employee's premises all empty carrier-provided containers, packing materials and other debris accumulated incident to packing and loading.

N. Documents Provided the TO. As soon as possible, but not later than seven workdays after the date of receipt of shipment as indicated in item seven on the PPGBL or receipt of the PPGBL, whichever is the later, I shall furnish the origin TO the following:

1. One memorandum copy of the PPGBL annotated with the gross, tare, and net weights. For containerized shipments, I will also indicate the total number of containers and the gross cube of the shipment.
2. One copy of DD Form 619 itemizing the accessorial services performed at origin.
3. One legible copy of the HHG descriptive inventory.
4. One legible copy of the weight tickets signed by the person performing the weighing and must contain the information required by the domestic and international rate solicitations. If the shipment is to be delivered prior to the submission of the aforementioned documents, the origin TO will be advised of the weight of the shipment by telephone or other means prior to delivery.
5. In addition, I will provide the actual weight and cube to the origin TO/PPSO within three working days of the shipment pickup.
6. Documents to be provided to the Origin AMC Aerial Port. Port agent/contractor must provide TCMD data on a computer diskette(s) to the origin AMC terminal with the delivery of the shipment.

O. Documents Provided the Member/Employee.

1. At the time of pickup, I shall furnish the member/employee or the member's/employee's agent:
  - a. Consignee's memorandum copy of the PPGBL (SF 1203/1203B).
  - b. A legible copy of the Household Goods Descriptive Inventory.
  - c. One legible copy of DD Form 619 (if applicable). Exception: For shipments originating from nontemporary storage, I will furnish the member/employee the consignee's memorandum copy of the PPGBL, a legible copy of the Household Goods Descriptive Inventory, and a legible copy of the DD Form 619 (if applicable) at the time of delivery to the residence at the destination. When such shipments require SIT at destination, I will furnish the destination TO the member's/employee's copy of each of the above documents at the time SIT is authorized.
2. At the time of delivery, I shall furnish the member/employee or the member's/employee's agent:
  - a. A legible copy of the DD Form 619-1 if SIT, reweigh services, or other accessorial services are performed en route or at destination.

b. Three copies of the DD Form 1840 with recorded damage/loss identified on the form, as applicable.

P. Inventory. I agree to:

1. Prepare an accurate, legible Household Goods Descriptive Inventory (Figure B-2), (automated inventories or similar documents which provide equal or better information are acceptable) in coordination with the member/employee or the member's/employee's agent. When the carrier packs an article in the original container, the inventory will indicate the type of article and will be shown as "CP", packed by the carrier.

2. Use extreme care in listing articles of furniture and packing containers.

3. Identify containers by type and cube with an indication of general contents, e.g., linens, pots, and pans, etc., two cubic ft.

4. Avoid the use of words such as "household goods" or other general descriptive terms in the preparation of the inventory.

5. List and describe item(s) of property to the extent necessary to properly identify it (them).

6. Ensure that my representative will use diligence to record any unusual conditions and that special care will be exercised to ensure that the inventory reflects the true condition of the property. The "Exception Symbols" and "Location Symbols," as shown on the Household Goods Descriptive Inventory (Figure B-2) will be used to describe the conditions, such as marred, scratched, soiled, worn, torn, gouged, and the like. If the condition of any article contained in the shipment is such that the use of one or more exception symbols is unnecessary, the omission of these symbols will indicate good condition except for normal wear.

7. Ensure that the terms "Pro-Gear," for professional books, papers, and/or equipment or "consumable items" shall be used to identify such articles on the inventory, together with the cube and weight of the container; a line entry item for each container; e.g., carton PB 6 cubic ft., 150 lbs. These items identified by the member/employee will be separated from other items of the shipment, weighed separately, and placed in separate boxes or cartons to provide safe transportation. The weight of the Pro-Gear and consumables shall be inserted in Block 28 of the PPGBL. When it is impossible or impractical to weigh the Pro-Gear or consumables, a constructive weight, based on 40 pounds per cubic foot, shall be used.

8. List on the inventory the general contents of dressers or chests of drawers, packed by the carriers.

9. Mopeds and motorcycles will be annotated on the inventory as one line item listing the serial number, make, and odometer reading.

10. Each privately owned firearm will be annotated on the inventory by make, model, caliber or gauge, and serial number.

11. Annotate the inventory to show any overage, shortage, and damage found, including visible damage to external shipping containers each time custody of the property changes from a carrier to a storage contractor, from a storage contractor (warehouse man) to a carrier or from one carrier to another.

12. For shipments moving in door-to-door container service, if the TO permits the carrier to partially containerize a shipment at the warehouse, each item removed from the residence will be annotated on the inventory as containerized at warehouse (CW).

13. Secure from the storage contractor two legible copies of the nontemporary storage inventory and I will, in conjunction with the storage contractor, check each item of the storage lot IAW with such inventory. If, at the time each item is checked, there is a difference in condition of the item from that listed on the nontemporary storage inventory, I will prepare an Exception Sheet, and such differing conditions will be noted thereon. When I elect to make a new inventory, differences as to condition of individual items, as compared with the nontemporary storage inventory, will be shown on an exception sheet as described above. In the event the opinions of my driver and storage contractor's representative differ as to shortages/overages or condition of an item(s), both opinions will be listed on my exception sheet and separately identified as to source. Both parties will sign and date the Exception Sheet, each retaining a legible copy for their respective files. Such Exception Sheet will remain an internal industry document. In the event a claim is filed with the military activity, I will provide legible copies of the Exception Sheet, if any, to the concerned claims officer.

14. Indicate on inventories prepared on shipments released from nontemporary storage the same article identification and item number as on the nontemporary storage inventory or make a cross-reference on the new inventory indicating the item number and identification from the nontemporary storage inventory (Figure B-2, CR reference column). The use of legible photo reproductions of the storage contractor's inventory instead of preparing a new inventory is permissible.

15. Use the same inventory prepared at origin to verify delivery at destination.

16. Identify personal property by affixing a tag or tape to each article (not applicable to individual items in packing containers). Each shipment will be separately identified by lot and each article will be assigned a number that must correspond with the item number shown on the inventory form. The type of identification used and the method of affixing it to the article will be such as not to damage any article so identified.

17. Identify items disassembled by the member/employee at origin and record such items in the remarks section of the Household Goods Descriptive Inventory form.

18. Identify items disassembled or serviced by the carrier at origin and record such items in the remarks section of the Household Goods Descriptive Inventory form.

19. The term "miscellaneous" or its abbreviation "misc" shall only be used to describe the contents of containers when the total items in a container are too numerous to list on the carton or inventory line item and then only if the room or area from which packed is identified; i.e.

“misc-youths room.” If such a description is used, I agree not to contest a claim for missing items related to the nature of such cartons.

Q. Unethical Acts. I agree that the TOSSS is signed with knowledge of the law that whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully:

1. Falsifies, conceals, or covers up by any trick, scheme, or device, a material fact; or
2. Makes any false, fictitious, or fraudulent statements, or representation; or
3. Makes or uses any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry will be subject to the provisions of this tender and the penalties prescribed in the criminal law of the United States, i.e., 18 U.S.C. § 1001, Statements or Entries Generally.

R. Unloading and Unpacking at Destination. Unloading at destination will include the one-time laying of rugs and the one-time placement of furniture and like items in the appropriate room of the dwelling or a room designated by the member/employee. All articles disassembled by the carrier or originating from nontemporary storage will be reassembled. On a one-time basis, all barrels, boxes, cartons, and/or crates will be unpacked and the contents will be placed in a room designated by the member/employee. This includes the placement of articles in cabinets, cupboards, or on shelving in the kitchen when convenient and consistent with safety of the article(s) and proximity of the area desired by the member/employee, but does not include arranging the articles in a manner desired by the member/employee. The unpacking service and removal of debris will be performed at the time the goods are delivered to the residence unless specifically waived in writing by the member/employee or member's/employee's agent. The waiver will be held in my files for further reference.

S. Recording Damage and Loss. I shall record damage/loss revealed while unloading and/or unpacking. When unloading and/or unpacking articles at the destination residence, I shall, in coordination with the member/employee or the member's/employee's authorized agent, inspect each article for damage and check the inventory against possible loss of or damage to articles. A record will be made of any difference in count and condition from that shown on the inventory prepared at origin, and such record will be jointly signed by my representative and the member/employee or the member's/employee's authorized agent. Such record or count and condition will be indicated on the inventory form and DD Form 1840/1840R, as applicable, and copies will be furnished to the member/employee or the member's/employee's authorized agent. In case of missing items, tracer action will be initiated immediately and the PPSO and member/employee will be advised in writing of the results within 30 days from the date of delivery of the shipment. Every effort will be made to locate missing articles/items before recommending the submission of a claim by the member/employee. I agree, provided claims action has not been initiated, to forward to the member/employee by expedited means, missing articles/items when located, at no additional cost to the Government or the member/employee. In the event articles/items are located subsequent to claims action by the member/employee and/or the Government, I shall hold the articles/items at the point of location, notify the destination PPSO, and await disposition instructions. When articles/items are returned to the

member/employee, any claims, which have been paid in favor of the member/employee, shall be readjusted in my favor.

#### **PART IV - CERTIFICATION**

A. Violation of Tender of Service and/or Rate Solicitation. Any substantial violation of this tender, or failure to perform IAW rate solicitation/commercial tariff/rate tender and/or other legal requirements, may be used as the basis for suspension action by a TO. I also understand that the severity of violation and/or repeated violations of this tender, as determined by the Commander, MTMC, may be used as justification for immediate nonuse, disqualification, or termination of this Tender of Service, without which I am not permitted to participate in further DOD personal property traffic.

B. Effective Date. This Tender of Service will be effective on the date approved by the Commander, MTMC, and will be applicable to shipments of personal property which I accept for movement and servicing on PPGBLs, commercial bills of lading to be converted to PPGBLs, or purchase orders, and will form a part of the conditions thereof.

C. Terms and Conditions. This Paragraph pertains to the PPGBL, hereafter referred to as the Bill of Lading. It is mutually agreed and understood between the United States and Carriers, including Forwarders, who are parties to Bill of Lading that:

1. The Bill of Lading is governed by the regulation relating thereto as published in 41 CFR Part 101-41, Transportation Documentation and Audit, with special attention drawn to 41 CFR Part 102-118 Transportation Payment and Audit, and applicable Commercial Shipments Rules and Conditions.

2. Except as provided in 41 CFR 101 or as otherwise stated hereon, the Bill of Lading is also subject to the same rules and conditions as govern commercial shipments made on the usual forms provided therefore by the carrier.

3. All parties to the Bill of Lading (carriers, agents, freight forwarders, and others), recognize that this shipment is made under the auspices of the United States Government, agree to forego any liens that may arise from any cause whatsoever and not to detain or impound this shipment made on the usual forms provided therefore by the carrier.

4. The carrier shall in no way demand prepayment of charges nor make any collection of charges at time of delivery.

5. Interest shall accrue from the voucher payment date on overcharges made hereunder and paid at the same rate in effect on that date as published by the Secretary of the Treasury pursuant to the Debt Collection Act of 1982.

6. General instructions and administrative directions:

a. Continuation sheets of the prescribed should be used and attached hereto when space under "Description of Shipment" on the face of the Bill of Lading is inadequate.

b. Where accessorial or special services, such as exclusive use of a car or truck, expedited service, protective service, re-consignment, etc., are ordered incident to linehaul transportation, the Bill of Lading shall be endorsed to show the name of the carrier upon which the request was made and the kind and scope of the special services ordered. The endorsement may be placed on the face hereof under the "Description of Shipment" or under the "Remarks" if space is available, and shall be signed by or for the person who ordered the services. If such an endorsement is impractical, the same information may be set forth in a statement bearing the number of the covering Bill of Lading, which shall be signed by or for the person who ordered the services and, if possible, attached to the Bill of Lading. If the Bill of Lading is not available, the original and one copy of the statement shall be surrendered to the carrier from which the services were ordered, the original to be transmitted to the last linehaul carrier for presentation in connection with the bill for linehaul transportation charges. Where accessorial or special services are shown as ordered but were not furnished, the Bill of Lading shall be so annotated.

CERTIFICATE OF CARGO LIABILITY INSURANCE			
THE FOLLOWING IS THE MINIMUM REQUIRED INSURANCE FOR CARRIERS/FORWARDERS:			
	Amount Per Shipment	Amount Per Aggregate Losses/Damages at Any One Place and Time	
DOMESTIC	\$10,800	\$150,000	
INTERNATIONAL	\$10,800	\$150,000	
INSTRUCTIONS (Type all information except signature)			
1. a. NAME OF INSURANCE COMPANY		2. a. NAME OF HOUSEHOLD GOODS CARRIER/FORWARDER	
1. b. ADDRESS (street number, city, state and zip code)		2. b. ADDRESS (street number, city, state and zip code)	
3. SCAC	4. POLICY NUMBER	5. EFFECTIVE DATE (MM/DD/YY) (12:01 Eastern Standard Time and continuing until canceled as provided for in Paragraph "5" below)	
6. THE INSURANCE COMPANY (HEREINAFTER REFERRED TO AS COMPANY) HEREBY CERTIFIES AND AGREES THIS POLICY PROVIDES FOR THE FOLLOWING:			
	Amount Per Shipment	Amount Per Aggregate Losses/Damages at Any One Place and Time	
DOMESTIC	\$ _____	\$ _____	
INTERNATIONAL	\$ _____	\$ _____	
<p>Compensation for loss and/or damage to all property belonging to shippers or consignees and coming into the possession of the carrier in connection with its transportation service performed for the account of the Department of Defense (hereinafter referred to as DoD), regardless of whether the motor vehicles, terminals, warehouses, and other facilities used in connection with the transportation of such property are specifically described in the policy or not. The liability of the company extends to such losses and/or damage, whether or not occurring on the route(s) or in the territor(ies) authorized to be served by the carrier whenever the carrier may be legally liable.</p> <p>No limitations in the policy, such as deductibles or coverage restrictions, shall be a valid defense for claims filed by shipper, consignees, or the DoD. If the carrier may be liable, the company may be liable. If the carrier cannot or does not handle a claim, the company assumes responsibility to see that the claim receives prompt attention, including the determination of the carrier's liability, and payment in full to the extent of the liability.</p> <p>Lack of cooperation from the carrier for any reason (including carrier bankruptcy) is no defense. If necessary, the company shall seek from the claimant affidavits or other supporting documentation to permit a determination of liability.</p> <p>When requested by the Commander, Military Traffic Management Command (hereinafter referred to as MTMC), the company will provide, within thirty (30) days, a duplicate original of said policy and all endorsements thereto. MTMC reserves the right to reject certificates of insurance from insurance companies if they fail to provide adequate protection.</p> <p>This certificate may not be canceled without cancellation of such policy. Such cancellation or any material change may be effected company or the carrier only by giving thirty (30) days notice in writing to the Commander, Military Traffic Management Command Hoffman Building II, ATTN: MTPP-HQ, 200 Stovall Street Alexandria, VA 22332-5000. Such notice will commence to run from the date said notice is actually received at the office of MTMC.</p> <p>Insurance and surety companies must be legally authorized to issue policies of cargo liability insurance in each state that the carrier is authorized to operate. The underwriter of cargo liability insurance must have a policyholder's rating of "A" or better in <b><u>Best's Insurance Guide</u></b>.</p>			
ISSUING OFFICE			
7. a. NAME OF INSURANCE COMPANY/UNDERWRITER		8. a. NAME OF AUTHORIZED INSURANCE COMPANY REPRESENTATIVE	
7. b. ADDRESS (street number, city, state and zip code)	PHONE NO. (Area Code)	8. b. SIGNATURE DATE (MM/DD/YY)	

MT-HQ FORM 49-R. MAY 88

EDITION OF JUL 85 IS OBSOLETE

APPENDIX 4

**Figure B-1. Certificate of Cargo Liability Insurance**



REMARKS/EXCEPTIONS

BEFORE SIGNING - CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE  
 INSPECT THIS SHIPMENT, YOU SHOULD CALL THIS TOLL FREE NUMBER, 800-348-3746.

"WE HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED ON THIS PAGE INCLUSIVE AND ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE STATE OF THE GOODS RECEIVED."

FORM 14 (REV. 10/93)

PRINTED IN U.S.A.

IV-B-25

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